

AG Contract No. KR98 0723TRN  
ADOT ECS File: JPA 98-57  
Project: HX054 01C  
Section: SR-95 @ Araby Road

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 9 June, 1998,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and YUMA  
COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS  
(the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-401 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the  
County.

3. The State and the County desire to participate in the  
design, construction and maintenance of a warranted traffic  
signal on State Route 95 at the intersection of Araby Road (MP  
29.35), at an estimated cost of \$120,000.00, hereinafter referred  
to as the Project, for the safety and benefit of the motoring  
public.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

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NO. 22407  
Filed with the Secretary of State  
Date Filed: 06/09/98

Betsy Bayless  
Secretary of State

By Vicky Shaenwood

## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate County review comments as appropriate.

b. Call for bids, and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Be responsible for 50 percent of the cost of the signal Project, in an amount currently estimated at \$60,000.00.

d. Invoice the County for its 50 percent share of the Project, in an amount currently estimated at \$60,000.00.

e. Upon completion approve and accept the Project on behalf of the parties hereto, and provide signal maintenance.

### 2. The County will:

a. Review the design documents and provide comments.

b. Be responsible for 50 percent of the cost of the signal Project, in an amount currently estimated at \$60,000.00, and be responsible for widening Araby Road, and for all costs associated therewith.

c. Pay the State for the County 50 percent share of the cost of the signal Project, within 30 days after receipt of an invoice, in an amount currently estimated at \$60,000.00.

d. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the signal.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project, or until 30 June 2000, whichever is later; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, subject to State budgeting laws, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

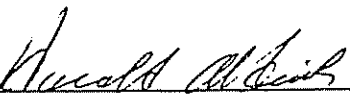
Yuma County  
Director, Development Services  
2703 S. Avenue B  
Yuma, AZ 85364


7. Attached hereto and incorporated herein is the written determination of each parties legal counsel that the parties are authorized under the law of this state to enter into this agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**YUMA COUNTY**

**STATE OF ARIZONA**  
Department of Transportation

By   
HAROLD ALDRICH, DIRECTOR  
Department of Development Services

By   
MICHAEL P. MANTHEY  
State Traffic Engineer

RESOLUTION

BE IT RESOLVED on this 14th day of April 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yuma County for the purpose of defining responsibilities for the design, construction and maintenance of a warranted traffic signal on SR-95 at Araby Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Mary E. Peters, Director

REC-101

JUL 20 1996

DATE  
MAILED: 07-19-96

DEVELOPMENT SERVICES

T R A N S M I T T A L   F O R M  
FOLLOW-UP TO BOARD OF SUPERVISORS MEETING

TO: Director DEPT.: DDS  
*Beverly M. Parker for Wally Hill*  
FROM: CLERK OF THE BOARD DATE OF MEETING: 07-15-96  
(Name/Title)

ITEM: No. 15 Approve and authorize Director of Development Services to enter into an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for installation of traffic signals on U.S. Highway 95 at Avenue 6-1/2 E and Avenue 7E for the Department of Development Services/Engineering (Funding: future HURF CIP Project).

BOARD'S ACTION/DIRECTION:

APPROVED x (As presented) DENIED \_\_\_\_\_  
SCHEDULE PUBLIC HEARING? Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_  
CONTINUED TO BOARD MEETING OF \_\_\_\_\_  
(Date, if known)  
OTHER \_\_\_\_\_

INFORMATION ATTACHED:

Copy of Agenda Item No. 15.  
\_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL COMMENTS:

Please return one (1) original of the Intergovernmental Agreement to the Board of Supervisors' office for recordation and our files.

COPIES TO FOLLOWING INDIVIDUALS:

County Engineer  
Pending Recordation File

WH:llh  
07-15-96.15

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 7 day of May, 1998.

Wm. M. Chap Smith

Wm. M. Chap Smith County Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

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TELECOPIER: 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-0723TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE June 2, 1998.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/12792

Enc.